

Message

From: brian@atencoin.com [brian@atencoin.com]
Sent: 8/21/2015 9:22:36 AM
To: [REDACTED]
Subject: Purchase Agreement PDF
Attachments: PurchaseAgreement.pdf

Mr. Witte,
Please fill out this purchase agreement
You currently own 25,000 coin
Monies spent is \$19,500
as to coin price please write n/a

fax to [REDACTED] 7656

thanks
Brian Darro
[REDACTED] 2322

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
TRIAL EXHIBIT 0810
CASE NO.: CR 20-249 RS
DATE ENTERED _____
BY _____
DEPUTY CLERK

CONFIDENTIAL

ANDRADE_DOJ00000_00071026
ANDRADE_DOJ_00071026
EX810-001

PURCHASE AGREEMENT

THIS AGREEMENT is made by and between **NAC FOUNDATION, LLC** ("NAC") and _____ ("Coin Purchaser") and is effective this ____ day of _____, 2015.

RECITALS

WHEREAS, NAC is engaged in the creation and issuance of virtual coins;

WHEREAS, NAC has developed a new coin known as the ATEN "Black Gold" Coin which includes software to protect the virtual coins in a secure "wallet"; and

WHEREAS, the Coin Purchaser wishes to acquire the ATEN "Black Gold" Coins in accordance with the terms of this Agreement;

WHEREAS Black Gold International Inc. hereby referred to as BGCI, promotes ATEN "Black Gold" Coins.

WHEREAS, the Coin Purchaser understands that BGCI, and NAC are two separate entities and that. Black Gold Coin International, Inc., is solely an ATEN "Black Gold" Coin promotion company.

WHEREAS, the proceeds BGCI will not be shared with the Coin Holder.

WHEREAS, ATEN "Black Gold" Coin does not have any underlying collateral.

WHEREAS, NAC only guarantees that it will create a digital currency that is AML Compliant and will monitor all transactions in an effort to detect suspicious activity. NAC will have the responsibility to report such suspicious activity to the appropriate governmental entity.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, adequacy and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

PURCHASER REPRESENTATIONS AND WARRANTIES

1. Coin Purchaser represents and warrants that it is a natural person over the age of 18 and of sound mind or has been duly organized and is validly existing under the laws of the of its principal place of business and state of organization, and has all requisite authority to enter into this Agreement and has all requisite authority to conduct his/her business.
2. Coin Purchaser represents and warrants that he/she has provided true and accurate information as to his/her identity to NAC.
3. Coin Purchaser represents and warrants that he/she is purchasing ATEN "Black Gold" Coins to be used as a medium of exchange to facilitate Purchaser's reasonable commercial endeavors or reasonable personal endeavors.

4. Coin Purchaser represents and warrants that he/she is not purchasing ATEN "Black Gold" Coins as part of an attempt to obtain a return on investment from the operations of NAC or BGCI.
5. Coin Purchaser agrees that if this agreement is E-Signed, that it is legally valid and binding as traditional pen-and-paper document.
6. Coin Purchaser understands that worldwide Cyber Theft happens and that NAC will not be held liable for any such actions. NAC will help to track, locate, and prosecute such actions.

COIN PURCHASER ACKNOWLEDGEMENTS

7. Coin Purchaser acknowledges that ATEN "Black Gold" Coins will not be redeemed by NAC and that NAC should not be relied upon to be a source of liquidity for Purchaser and Purchaser's ATEN "Black Gold" Coins.
8. Coin Purchaser acknowledges that ATEN "Black Gold" Coins are mediums of exchange and not a pooled interest in any business entity or common enterprise.
9. Coin Purchaser acknowledges that this Agreement does not create or constitute a debt for NAC and that NAC is not obligated to pay Coin Purchaser except as stated under Section 20 of this Agreement.
10. Coin Purchaser acknowledges that NAC intends to track ATEN "Black Gold" Coins to identifiable persons and business entities and will file suspicious activity or similar reports with relevant governmental agencies in nations where it does business without notice to the subject of the report. Purchaser acknowledges that such reports could be based on misunderstandings and contain inaccurate information. Further, Purchaser acknowledges that reports to governmental agencies under a rule of law that requires making and delivering such reports are generally not subject to legal causes of action for defamation, libel, false light or similar claims in many nations, including the United States.
11. Coin Purchaser acknowledges that ATEN "Black Gold" Coins are intended to be a solely Internet-based exchange medium. Thus, Coin Purchaser's ATEN "Black Gold" Coin digital wallet may be subject to attempted impersonation and or cyber-attack which could result in the material diminution, theft or transfer of the Coin Purchaser's ATEN "Black Gold" Coins or ATEN "Black Gold" Coin digital wallet.
12. That he/she will not use NAC services to accept participate in any illegal activity, including but not limited to: operating as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial services business which requires licensure, including but not limited to exchanges of virtual currencies, sales of money orders or traveler's checks, and escrow services; the infringement on any protected intellectual property; controlled substances, illegal drugs, odds making; prostitution, violent acts or activities that promote them except where legally licensed such as sports boxing; deceptive marketing practices.
13. Coin Purchaser acknowledges that NAC and its affiliates can purchase ATEN "Black Gold" Coins on the secondary market after the initial issuance, that he/she can resell the ATEN "Black Gold" Coins he/she has purchased and he/she is not obligated to disclose the number of ATEN "Black Gold" Coins so purchased or sold or the prices at which these transactions occurred.

14. Coin Purchaser acknowledges that the risk of loss in trading or holding ATEN 'Black Gold' Coin can be substantial. He/she should therefore carefully consider whether trading or holding ATEN 'Black Gold' Coin is suitable for him/her in light of their financial condition. In considering whether to trade or hold ATEN 'Black Gold' Coin, he/she should be aware that the price or value of ATEN 'Black Gold' Coin can change rapidly, decrease, and potentially even fall to zero. If you use an NAC product which allows him/her and/or third parties to access and hold ATEN 'Black Gold' Coin private keys, he/she acknowledge that NAC is not responsible for safeguarding such keys and that NAC is not responsible for any loss of ATEN 'Black Gold' Coin resulting from theft, loss, or mishandling of ATEN 'Black Gold' Coin private keys outside its control.
15. Coin Purchaser acknowledges that NAC reserves the right to refuse to process or to cancel any pending ATEN 'Black Gold' Coin Transaction as required by law or in response to a subpoena, court order, or other binding government order. Coin Purchaser acknowledges that NAC cannot reverse an ATEN 'Black Gold' Coin Transaction which has been communicated to and confirmed by the ATEN 'Black Gold' Coin network.
16. Coin Purchaser acknowledges that it is his/her sole responsibility to determine whether, and to what extent, any taxes apply to any transactions associated with his/her receipt or transfer of ATEN 'Black Gold' Coin, and/or to the ATEN 'Black Gold' Coin Transactions you conduct through the NAC Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Coin {Purchaser's transaction history is available through your NAC Account.
17. Coin Purchaser acknowledges that the supply of ATEN 'Black Gold' Coin and NAC services through the NAC website are subject to United States and international export controls and economic sanctions requirements. By acquiring any ATEN 'Black Gold' Coin through the NAC website, Coin Purchaser represents and warrants that his/her acquisition comports with and his/her use of the item will comport with those requirements.
18. Coin Purchaser acknowledges that Although NAC intends to provide accurate and timely information on the NAC website, the NAC website (including, without limitation, the content) may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide Coin Purchaser with as complete and accurate information as practicable, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the NAC website are Coin Purchaser's sole responsibility and NAC shall have no liability for such decisions.

PURCHASER COVENANTS

19. Coin Purchaser agrees to purchase _____ ATEN "Black Gold" Coins for \$ _____ each for a total purchase amount of \$ _____.
20. Coin Purchaser agrees to transfer U.S Dollars to NAC's bank account within 48 hours of the execution of this Agreement. Wiring instructions are to be included in the Welcome Email from

NAC or its representative. All checks must be accompanied by a photo copy of a valid drivers' license and / or passport.

21. Coin Purchaser agrees to provide accurate identification information to NAC in connection with the creation of the ATEN "Black Gold" Coin wallet.
22. If Coin Purchaser provides NAC with inaccurate information, Coin Purchaser will promptly correct this information.
23. If his/her primary payment method does not have sufficient funds to cover the purchase price of any ATEN 'Black Gold' Coin order or any other amounts owed by him/her to NAC hereunder, NAC may immediately reverse the transaction. NAC is under no obligation to attempt to fulfill his/her purchase using an alternative payment method should your primary payment method fail.
24. NAC reserves the right to refuse to process, or to cancel or reverse, any purchases or sales of ATEN 'Black Gold' Coin in its sole discretion, even after funds have been debited from his/her account(s), including but not limited to instances where NAC suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime, in response to a subpoena, court order, or other government order, or if NAC suspects the transaction relates to any other Prohibited Use or a Prohibited Business as set forth herein. In such instances, NAC will reverse the transaction and NAC is under no obligation to allow Coin Purchaser to reinstate a purchase or ATEN 'Black Gold' Coin transfer order at the same price or on the same terms as the cancelled transaction.
25. Coin Purchaser is responsible for any and all tax reporting. NAC is not responsible for this but reserves the right to report your information to the Internal Revenue Services or its' country's equivalent.
26. Coin Purchaser agrees, to the fullest extent provided by applicable law, to indemnify, defend, and shall hold harmless NAC, its subsidiaries, directors, officers, employees and agents from and against any and all claims, demands, causes of action, debts or liabilities, including reasonable attorneys' fees (collectively, "Damages"), to the extent that any such Damages are based upon or arise out of: (i) a misrepresentation by Coin Purchaser under this agreement, (ii) a violation of any law for any nation or subdivision thereof with jurisdiction over Coin Purchaser.

NAC REPRESENTATIONS

27. NAC is a duly authorized limited liability company formed under the laws of the State of Nevada, United States of America

NAC OBLIGATIONS

28. A NAC representative will contact the Coin Owner to schedule a time and date for the wallet installation once this Agreement has been executed and payment has been received. In place of

having a wallet maintained by NAC, the Coin Purchaser "Black Gold" Coins in a wallet on their own PC or MAC computer.

29. NAC's Customer Service Representatives will then contact the Coin Purchaser and schedule a date and time for NAC Technical Support Team to contact the Coin Purchaser and install the ATEN "Black Gold" Coin digital wallet along with the coins purchased.
30. If Coin Purchaser fails to correct the required information under Section 20 and 21 of this Agreement, NAC will repay Coin Purchaser its purchase amount less the equivalent of a US \$25 dollar processing fee. Payment from NAC shall be due within 10 days of the termination of the ATEN "Black Gold" Coin digital wallet. NAC will only make payment to the payment systems account from which it received payment. Even after repayment, such former wallet accounts remain subject to the potential for NAC reporting suspicious activities to governmental authorities.

MISCELLANEOUS PROVISIONS

31. SUCCESSION. This Agreement shall be binding upon and inure to the benefit of Coin Purchaser, NAC, and their respective successors and assigns.
32. ASSIGNMENT. The rights, benefits and obligations of Coin Purchaser under this Agreement and in Coin Purchaser's ATEN "Black Gold" Coin digital wallet shall not be assignable. Any purported assignment in violation of this Section 24 shall be null and void and of no force and effect. This provision does not bar the transfer or payment of ATEN "Black Gold" Coin to or from Coin Purchaser's ATEN "Black Gold" Coin digital wallet to or from another ATEN "Black Gold" Coin digital wallet.
33. RETROACTIVE. This Agreement shall be retroactive to the original date of purchase. If Aten "Black Gold" Coins were purchased at any prior date, then this agreement would not only supersede and nullify the former Agreement, but this agreement will be retroactive to the date of the original purchase.
34. AMENDMENT OR MODIFICATION. NAC may amend or modify this Agreement by posting on the NAC website or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. NAC may (a) modify or discontinue any portion of its services, and (b) suspend or terminate Coin {Purchaser's access to the NAC services, at any time, and from time to time, without notice to Coin Purchaser in certain, limited circumstances described herein. Coin Purchaser agrees that NAC shall not be liable to him/her or any third party for any modification or termination of the NAC services, or suspension or termination of your access to the NAC services, except to the extent otherwise expressly set forth herein.
35. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including the arbitrability of any controversy or claim, shall be settled by arbitration in accordance with the Commercial Arbitration Rules and the Optional Rules for Emergency Measures of Protection of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any provisional remedy which would be available from a court of law shall be available from the arbitrator to the Parties to this Agreement pending arbitration. Civil

discovery shall be permitted for the production of documents and taking of depositions. The arbitrator(s) shall be guided by AAA Rules in allowing discovery and all issues regarding compliance with discovery requests shall be decided by the arbitrator(s). The Federal Arbitration Act shall govern all arbitration proceedings under this Agreement. This Agreement shall in all other respects be governed and interpreted by the laws of the State of Nevada, United States of America, excluding any conflicts or choice of law rule or principles that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The arbitration shall be conducted in Clark County, Nevada, United States of America. The arbitrator must be familiar with the operations of digital currencies. All fees and expenses of the arbitration shall be borne by the Parties equally. Each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, however, the prevailing Party may, if the arbitrator(s) so provide, be entitled to an award of reasonable attorney's fees and expenses and such Party's share of the arbitration fees and expenses. This agreement to arbitrate shall survive the termination and repudiation of this Agreement. Any award arising from such arbitration shall be final and binding on the Parties and may be entered in any court of competent jurisdiction to the extent necessary for the enforcement thereof, and the prohibition against non-disclosure provided in this section shall not apply to such actions.

36. INJUNCTIVE RELIEF. Coin Purchaser agrees and understands that damages and legal remedies may be insufficient to protect NAC's interests. Notwithstanding the arbitration clause found in Section 27 of this Agreement above, Coin Purchaser agrees NAC may sue Coin Purchaser for injunctive relief and consents to venue in and the jurisdiction of the state or federal courts of Clark County, Nevada, United States of America for such purposes.

37. GOVERNING LAW. In the event there is a dispute regarding this Agreement, it shall be governed by Nevada and United States of America law. The parties have considered and intend for this to be inclusive of any and all claims whether they arise out of statutory claims, tort claims, contract claims or in equity.

38. NOTICES. Any and all notices required under this Agreement shall be in writing and shall be hand-delivered or mailed, courier delivery service, certified mail, return receipt requested, faxed or emailed and addressed to:

TO NAC: via e-mail to notifications@atencoin.com

TO COIN PURCHASER: To the e-mail address of record for the Coin Holder.

39. INTERPRETATION. The preamble recitals to this Agreement are incorporated into and made a part of this Agreement; titles of paragraphs are for convenience only and are not to be considered a part of this Agreement.

40. SEVERABILITY. In the event any one or more provisions of this Agreement is declared judicially void or otherwise unenforceable, the remainder of this Agreement shall survive and such provision(s) shall be deemed modified or amended so as to fulfill the intent of the parties hereto.

41. ENTIRE AGREEMENT. This Agreement contains the entire agreement between Coin Purchaser and NAC, including all representations and warranties by NAC. This Agreement may only be modified in writing with the consent of the Coin Purchaser and NAC.

42. WAIVER. None of the terms of this Agreement, including this Section 34, or any term, right or remedy hereunder shall be deemed waived unless such waiver is in writing and signed by the party

to be charged therewith and in no event by reason of any failure to assert or delay in asserting any such term, right or remedy or similar term, right or remedy hereunder.

43. ADDITIONAL CONSIDERATION. As additional consideration, Coin Purchaser agrees that his/her ATEN "Black Gold" Coins transactions will be monitored for suspicious activity in an effort to prevent money laundering and help fight against terrorist financing. Coin Purchase also agrees to the terms and conditions as stated on the atencoin.com website.

The parties acknowledge their acceptance of this agreement with their signatures below.

NAC FOUNDATION, LLC

COIN PURCHASER

By _____

Its _____

KYC COMPLIANCE INFORMATION

FULL NAME (PRINT): _____

OCCUPATION: _____

ADDRESS: _____

CITY / STATE: _____

DATE OF BIRTH: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____